VOJPUT DOO
Broj: 2-7453/6
Datum: 14. 06. 2023 20.....god.
SUBOTICA

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| **UGOVOR O IZVOĐENJU GRAĐEVINSKIH RADOVA**<br>NA IZMEŠTANJU DRŽAVNOG PUTA IIB REDA BR. 300 U ZONI PODVOŽNJAKA NA KM. 174+515,37 ŽELEZNIČKE PRUGE<br>**DEO II**<br>- Kružni tok i krak prema Lošinjskoj ulici | **AGREEMENT ON CONSTRUCTION WORKS**<br>ON RELOCATION OF THE STATE ROAD CLASS IIB NO. 300 IN THE ZONE OF UNDERPASS AT RAILWAY LINE MILEAGE K174+515,37<br>**PART II**<br>- Roundabout and the arm towards Losinjska street |
| Zaključen između ugovornih strana: | Signed by and between the contracting parties: |
| 1. **CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD-NOVI BEOGRAD,** sa sedištem u Beogradu, ul. Vladete Kovačevića 8, matični broj: 29507228, PIB: 110034583, koje zastupa gospodin Xin Zhou (u daljem tekstu: Izvođač), i | 1. **CHINA RAILWAY INTERNATIONAL CO., LTD OGRANAK BEOGRAD-NOVI BEOGRAD**, with the registered seat in Belgrade, Vladete Kovačevića 8, identification no: 29507228, TIN: 110034583, legally represented by Mr Xin Zhou (hereinafter referred to as: the Contractor) and |
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| 2. **VOJPUT DOO SUBOTICA,** sa sedištem u Subotici, ul. Đure Đakovića 10, matični broj: 08141711, PIB: 100838460, koje zastupa gospodin Goran Janković (u daljem tekstu: Podizvođač), | 2. **VOJPUT LTD SUBOTICA** with the registered seat in Subotica, Đure Đakovića 10, identification no: 08141711, TIN: 100838460, legally represented by Mr Goran Janković (hereinafter referred to as the: Subcontractor), |
| u Novom Sadu, dana 14.6.2023. godine. | In Novi Sad, on June 14, 2023 |
| **PREAMBULA** | **PREAMBLE** |
| (A) da je dana 07.07.2018 godine potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, za deonicu Novi Sad – Subotica – državna granica (Kelebija), između Vlade Republike Srbije kao Finansijera, Infrastruktura Železnica Srbije kao Investitora i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd. kao Izvođača (u daljem tekstu Komercijalni Ugovor); | (A) The Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, for section Novi Sad – Subotica – State Border (Kelebia), was entered by the Government of the Republic of Serbia as the Financier, Infrastructure of Serbian Railways JSC as the Investor and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, as the Contractor (hereinafter referred to as "Commercial contract") on July 7th 2018; |

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| (B) u skladu sa Komercijalnim Ugovorom , izvođač ima pravo da deo Radova ustupi podizvođačima. | (B) in accordance with the Commercial contract, the Contractor is entitled to subcontract part of the construction works. |
| (C) Finansijer na Komercijalnom Ugovoru je dana 8.6.2023. izdao Instrukciju br. 401-00-00292/2023-04-47 kojom se određuje Imenovani podizvođač VOJPUT DOO SUBOTICA. | (C) On June 8, 2023, the Financier on Commercial Contract issued an Instruction No. 401-00-00292/2023-04-47 where the Nominated Subcontractor VOJPUT DOO SUBOTICA was appointed. |
| **PREDMET UGOVORA I OSNOVNE OBAVEZE PODIZVOĐAČA** | **SUBJECT OF THE AGREEMENT AND BASIC OBLIGATIONS OF THE SUBCONTRACTOR** |
| Član 1. | Article 1 |
| 1.1. Podizvođač se obavezuje da će izvesti radove za Izvođača na izmeštanju državnog puta IIB reda br. 300 u zoni podvožnjaka na km. 174+515,37 železničke pruge – DEO II, a sve u skladu sa Tehničkom dokumentacijom i Ponudom br. 2-7453/1 od 03.05.2023. godine (u daljem tekstu: Tehnička dokumentacija i Ponuda) koji su sastavni deo ovog ugovora (Prilog 1 i Prilog 2). | 1.1. The Subcontractor undertakes to carry out the works for the Contractor on relocation of the state road class IIB No. 300 in the zone of underpass at railway line mileage K174+515,37- PART II, all in accordance with the Technical documentation and the Bid No. 2-7453/1 dated 03.05.2023. (hereinafter referred to as the: Technical documentation and the Bid) which are the integral part of this Agreement (Attachment 1 and Attachment 2). |
| 1.2. Potpisivanjem ovog Ugovora, Podizvođač i Izvođač potvrđuju da su detaljno upoznati sa svim uslovima i obavezama koje su u vezi sa izvršenjem predmeta Ugovora. | 1.2. By signing this Agreement, the Subcontractor and the Contractor confirm that they have been thoroughly introduced with all conditions and obligations in connection with the execution of the subject of the Agreement. |
| 1.3. Podizvođač se obavezuje da predmet Ugovora u potpunosti ispuni, do ukupno ugovorenog roka i u rokovima koji su utvrđeni za svaku od obaveza Podizvođača – u obostrano potpisanom Dinamičkom planu realizacije Ugovora, koji je Prilog br. 3 i sastavni deo ovog Ugovora (u daljem tekstu: Dinamički plan), u skladu sa svim odredbama Ugovora, važećim propisima, kodeksom struke, uputstvima predstavnika izvođača radova, tehničkom dokumentacijom i Ponudom, Zakonom o planiranju i izgradnji. i pratećih podzakonskih akata, drugih važećih zakona i podzakonskih akata koji regulišu predmet | 1.3. The Subcontractor undertakes to implement fully the subject of the Agreement, up to the total agreed deadline and within the deadlines stipulated for each of the Subcontractor's obligations - in the mutually signed Time Schedule for the implementation of the Agreement which is Attachment 3 and integral part of this Agreement (hereinafter referred to as: Time Schedule), in accordance with all provisions of the Agreement, regulations in force, codes of profession, the instructions of the Contractor's Representative, Technical documentation and the Bid, the Law on Planning and |

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| Ugovora, tehničkih propisa, važećih normi i standarda. | Construction and accompanying by-laws, other applicable laws and by-laws that regulate the subject of the Agreement, technical regulations, applicable norms and standards. |
| 1.4. Smatra se da je predmet Ugovora u potpunosti ispunjen kada je kumulativno ispunjeno sledeće:<br>– izvedeni svi radovi iz člana 1. Ugovora;<br>– obostrano potpisan Zapisnik o primopredaji radova izvedenih na objektu;<br>– obostrano potpisan konačni obračun za izvedene radove;<br>– izdata Potvrda o završetku radova. | 1.4. The subject of the Agreement shall be considered to have been fully implemented when the following is implemented cumulatively:<br>– all works referd to in Article 1 of this Agreement have been performed;<br>– Handover Protocol have been signed by both parties;<br>– final account for the performed works has been signed by both parties;<br>– the Certificate of completion has been issued. |
| 1.5. Termin "Ugovor" ili "ovaj Ugovor" obuhvata odredbe Ugovora, kao i sadržinu svih priloga i sastavnih delova Ugovora, tako da svako pozivanje na Ugovor ima značenje istovremenog pozivanja i na njegove priloge i sastavne delove, osim ako je u Ugovoru izričito utvrđeno drugačije. | 1.5. The term "Agreement" or "this Agreement" includes the provisions of the Agreement, as well as the content of all attachments and component parts of the Agreement, so that any reference to the Agreement has the meaning of concurrent reference to its attachments and component parts, unless the Agreement expressly specifies otherwise. |
| 1.6. Podizvođač se obavezuje, pod pretnjom raskida Ugovora, da će radove, kao i sve druge obaveze iz ovog Ugovora, izvršiti u skladu sa zakonodavstvom Republike Srbije, odnosno zakonima i podzakonskim propisima, tehničkim normativima i standardima koji uređuju i u vezi su sa radovima koji su predmet ovog Ugovora. | 1.6. The Subcontractor undertakes, under the threat of termination of the Agreement, to carry out the works and all other obligations under this Agreement in line with the legislation of the Republic of Serbia, i.e. the laws and by-laws, the technical norms and standards that regulate and are related to the works that are the subject of this Agreement. |
| **POČETAK RADOVA, ROK ZA IZVRŠENJE I DINAMIČKI PLAN** | **BEGINNING OF THE WORKS, TERM FOR COMPLETION AND TIME SCHEDULE** |
| Član 2. | Article 2 |
| 2.1. Rok za izvođenje radova počinje da teče na dan uvođenja Podizvođača u posao i iznosi 41 radni dana. | 2.1. The term for completion of the works shall start on the day of the introduction of the Subcontractor into the work and is 41 working days. |

2.2. O uvođenju Podizvođača u posao sastavlja se poseban zapisnik i isto se konstatuje od strane Stručnog nadzora na prvoj strani građevinskog dnevnika.

**CENA RADOVA**

Član 3.

3.1. Ugovorne strane sporazumno utvrđuju da ukupna cena za izvođenje radova navedenih u članu 1. Ugovora iznosi:

**90.275.040,72 RSD bez PDV-a**

3.2. Ukupna cena radova iz stava 1. ovog člana ne obuhvata nepredviđene radove i naknadne radove i oni mogu biti predmet posebnog ugovora, odnosno aneksa ovog Ugovora koji bi zaključile iste ugovorne strane, a za koje radove će Podizvođač dati novu ponudu.

3.3. Nepredviđeni radovi su oni radovi koji ugovorom nisu obuhvaćeni Ugovorom, a koji se moraju izvesti, za koje Podizvođač prilikom zaključivanja Ugovora nije znao niti je mogao znati da se moraju izvesti

3.4. Ugovorne strane su saglasne da se pod pojmom naknadnih radova podrazumevaju radovi koji nisu ugovoreni i nisu nužni za ispunjenje Ugovora, a Stručni Nadzor zahteva da se izvedu.

2.2. On the introduction of the Subcontractor into the work, a special record will be drawn up, and the same will be stated by the Professional Supervision on the first page of the Construction Log.

**PRICE OF THE WORKS**

Article 3

3.1. The Contracting Parties agree by mutual agreement that the total price for the performance of works referred to in Article 1 of the Agreement is:

**RSD 90.275.040,72 excl. VAT**

3.2. The total price of works referred to in paragraph 1 of this Article does not include unpredictable works and subsequent works and they may be the subject of a separate contract or annex to this Agreement that would be concluded by the same Contracting Parties and for which works the Subcontractor will make a new bid.

3.3. Unpredictable works are those works that are not covered by the Agreement, and which must be performed, for which the Subcontractor at the time of concluding the Agreement did not know or could not have known that they must be performed.

3.4. The Contracting Parties agree that under the notion of subsequent works shall mean works that are not contracted and not necessary for the fulfillment of the Agreement, and the Professional Supervisor requests that they be carried out.

| NAČIN I ROKOVI PLAĆANJA | METHOD AND TERMS OF PAYMENT |
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| Član 4. | Article 4 |
| 4.1 Plaćanje se vrši prema sledećoj dinamici: | 4.1. The payment shall be made in accordance with the following schedule: |
| - 20% avansno u roku od 14 (četrnaest) kalendarskih dana od dana potpisivanja Ugovora, | - 20% as the advance payment within a period of 14 (fourteen) calendar days from the date of signing of the Agreement, |
| - ostatak ugovorene cene u roku od 30 (trideset) kalendarskih dana od dana ispostavljanja privremenih i okončane situacije. Privremene i okončane situacije moraju biti potpisane i overene od strane Stručnog nadzora pre nego što se dostave Izvođaču. | - the remaining price within 30 (thirty) calendar days from the date of the issuance of the interim payment certificates or the final payment certificate. Interim payment certificates and final payment certificate shall be approved and signed by Supervisor prior they are submitted to the Contractor. |
| - Plaćanje izvedenih radova biće u skladu sa stvarno izvedenim količinama radova a prema jediničnim cenama iz ponude Podizvođača (Prilog 1). Količine izvedenih radova overavaće Nadzorni organ. | - Payment of executed works shall be as per actual executed quantities and in according to unit prices for Subcontractor's offer (Attachment 1). Quarantines of executed works shall be approved by Supervisor. |
| - Pravdanje avansa u svakoj privremenoj situaciji biće 30% dok se ne opravda celokupan avans. | - The repayment for the advance payment from each interim payment certificates shall be 30% until the advance payment is fully repaid. |
| 4.2 Podizvođač se obavezuje da u roku od 10 (deset) radnih dana od dana zaključenja ovog Ugovora, a u svakom slučaju pre uplate avansa, na ime obezbeđenje potraživanja – povraćaj avansa, preda Izvođaču 1 (jednu) potpisanu i overenu, blanko sopstvenu menicu za povraćaj avansa koja je neopoziva, bez prava protesta i naplativa na prvi poziv. | 4.2. The Subcontractor undertakes to submit to the Contractor 1 (one) signed and certified, blank bill of exchange on the account of the security for claims – return of the advance, within a period of 10 (ten) working days following the date of signing of this Agreement, which shall be irrevocable, without the right to protest and payable at the first call. |
| 4.3 Menica za obezbeđenje potraživanja - povraćaj avansa ima rok važenja 30 (trideset) radnih dana duži od isteka roka za potpuno ispunjenje obaveza Podizvođača po ovom Ugovoru. | 4.3. Bill of exchange on the account of the security for claims – return of the advance, has a validity period of 30 (thirty) working days longer than the expiration of the deadline for full fulfillment of the Subcontractor's obligations under this Agreement. |

4.4 Izvođač je obavezan da nerealizovanu menicu za obezbeđenje potraživanja - povraćaj avansa vrati Podizvođaču po prestanku njene važnosti

4.5 Preduslov za plaćanje navedeno u Članu 4 je da je Izvođač primio novčana sredstva od Finansijera (Ministarstvo Građevinarstva, Saobraćaja i Infrastrukture) za finansiranje ovih radova.

**OSTALE OBAVEZE PODIZVOĐAČA I OBAVEZE ODGOVORNOG POIZVOĐAČA RADOVA**

Član 5.

5.1 Podizvođač pored obaveza utvrđenih drugim članovima Ugovora, dužan je i obavezuje se i:

- da, pre početka izvođenja radova, obezbedi: obeležavanje građevinske parcele, regulacionih, nivelacionih i građevinskih linija, u skladu sa propisima kojima je uređeno izvođenje geodetskih radova i obeležavanje gradilišta odgovarajućom tablom, koja sadrži: podatke o objektu koji se gradi, Investitoru, Izvođaču, odgovornom projektantu, broj građevinske dozvole, Podizvođaču radova, početku građenja i roku završetka izgradnje;

- da pre dana otpočinjanja izvođenja radova na objektu, rešenjem odredi odgovornog izvođača inženjera radova – koji ispunjava Zakonom predviđene uslove za obavljanje te dužnosti;

4.4. The Contractor is obliged to return the unrealized bill of exchange for on the account of the security for claims – return of the advance to the Subcontractor upon the termination of its validity.

4.5. The prerequisite for the payments specified in Article 4 is that the Contractor has received funds from the Financier (Ministry of Construction, Transport and Infrastructure) for the financing of these works.

**OTHER OBLIGATIONS OF THE SUBCONTRACTOR AND OBLIGATIONS OD THE RESPONSIBLE CONTRACTOR**

Article 5

5.1. In addition to obligations stipulated by other articles of this Agreement, the Subcontractor shall be obliged and undertakes:

- before the beginning of the execution of the works, to provide: marking of the building lot, regulation, level-ling and construction lines, in accordance with regulations governing execution of surveying works, and marking the site with a corresponding board, which shall contain: information on the facility to be constructed, the Investor, the Contractor, the designing engineer, the number of the construction permits, the Subcontractor, the beginning of the construction and deadline for completion of the construction;

- before the day before the beginning of the works on the facility, to appoint with a decision the responsible contractor engineer – who meets the legally stipulated requirements for the performance of that duty;

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| - da, za uredno i blagovremeno izvršenje ugovorenih obaveza, obezbedi i angažuje dovoljan broj radnika prema strukturi koja obezbeđuje uspešno izvođenje radova i da na gradilište dopremi potrebnu i kvalitetnu mehanizaciju, opremu i materijale – potrebne za završetak radova; | - with a purpose of proper and timely execution of the contractual obligations, to provide and engage a sufficient number of workers by the structure that enables successful execution of the works and to deliver to the site the necessary and quality machinery, equipment and materials required for the completion of the works; |
| - da, po završenim radovima uredi i očisti okolinu gradilišta, odnosno da izvrši sve radnje potrebne za uređenje gradilišta; | - after completed works, to bring the surrounding of the site in order and to clean it – i.e. to carry out all works necessary for putting the site in order; |
| - da radove izvrši stručno, kvalitetno i da ih preda Stručnom Nadzoru u ugovorenom roku; | - to execute the works professionally, qualitatively and to hand them over to the Professional Supervisor within the stipulated period; |
| - da na gradilištu preduzme sve potrebne preventivne mere u skladu sa odredbama Zakona o bezbednosti i zdravlju na radu, kao i sve mere potrebne za zaštitu životne sredine, odnosno da za sve vreme izvođenja radova obezbedi preventivne mere za bezbedan i zdrav rad - preduzme mere zaštite, radi obezbeđenja sigurnosti susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, okoline i imovine i neposredno je odgovoran i dužan da nadoknadi svaku i sve štete koje izvršenjem predmeta ovog Ugovora – njegovi radnici pričine Izvođaču , trećim licima i/ili njihovoj imovini, susednim objektima, s tim da troškove sprovođenja potrebnih mera zaštite snosi Podizvođač; | - to undertake on the site all the required preventive measures in line with the provisions of the Law on Safety and Health at Work, as well as to undertake all required measures for protection of environment, i.e. to secure preventive measures for safe and healthy work during the entire execution of the works - to undertake protective measures, in order to provide safety of the adjacent buildings, works, equipment, devices, installations, workers, traffic, environment and property, and it is directly responsible and obliged to compensate for any and every damage which its workers incur to the Contractor, to third parties and/or their property, adjacent buildings, by implementing the subject of this Agreement, whereby the costs for implementing the required protective measures shall be borne by the Subcontractor; |
| - da svakodnevno tokom celokupnog perioda izgradnje ažurno vodi svu gradilišnu dokumentaciju; | - to keep and update on a daily basis all site documentation during the entire period of construction; |

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| - da održava čisto i uredno gradilište, tako što će da obezbedi prikupljanje svog otpada na gradilišnoj deponiji i njegovo odvoženje, o svom trošku; | - to keep the site tidy and in order, by providing collecting of all the waste to the site landfill and its driving off, at its own expense; |
| - da sva pitanja i probleme koji se pojave u toku izvođenja radova rešava u svemu prema odredbama važećih propisa; | - resolve any issues and problems occurring during the execution of the works fully in line with the provisions of applicable regulations; |
| - da u izvršenju svih svojih obaveza iz ovog ugovora, postupa sa povećanom pažnjom dobrog stručnjaka. | - act with increased care of a good professional in the execution of all its obligations under this Agreement. |
| - ukoliko je potrebno bilo kakvo rušenje prethodno izvedenih radova Izvođača, Podizvođač će za to dobiti nalog od Izvođača i/ili Nadzornog organa i to će biti tretirano kao naknadni rad. Podizvođač nema pravo da ruši ili ukloni bilo koje prethodno izvedene radove bez naloga Izvođača i/ili Nadzornog organa. Ako to učini bez saglasnosti Izvođača i/ili Nadzornog organa, Podizvođač će snositi sve troškove popravke. | - If any demolition of previously executed works by the Contractor is required, the Subcontractor will receive an order from the Contractor and/or the Supervisor, and it will be treated as additional work. The Subcontractor does not have the right to demolish or remove any previously executed works without an order from the Contractor and/or the Supervisor. If Subcontractor do so without the consent of the Contractor and/or the Supervisor, the Subcontractor will bear all the costs of repair. |
| **STRUČNI NADZOR** | **THE PROFESSIONAL SUPERVISION** |
| Član 6. | Article 6 |
| 6.1 Vlada Republike Srbije, ili Infrastruktura Železnica Srbije a.d. definiše Stručni Nadzor prema Komercijalnom ugovoru – koji je lice/lica koje će vršiti stručni nadzor nad radovima Podizvođača u cilju provere i obezbeđivanja njegovog pravilnog izvođenja, posebno u pogledu vrste i kvaliteta radova, materijala i opreme, ugovorenih rokova i vremenskog plana, i vrši stručni nadzor u toku izvođenja radova, a o čemu je dužan da pismeno obavesti Podizvođača. | 6.1. The Government of the Republic of Serbia or Infrastructure of Serbian Railways JSC shall define the Professional Supervisor according to Commercial Contract– who is the person/persons that will carry out the Professional Supervisor over the works of the Subcontractor in order to check and provide its proper execution, especially in terms of the type and quality of works, material and equipment, agreed deadlines and the Time Schedule, and carry out the professional supervision during the execution of the works, and he is obliged |

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| | to inform the Subcontractor in writing about that. |
| 6.2 Stručni nadzor će imati ovlašćenje da između ostalog učini ili izvrši bilo koji od sledećih postupaka, i to:<br>– da zahteva ponovno izvršenje neispravno izvršenih radova;<br>– da kontroliše uslove i primenu mera zaštite na radu i da zaustavi radove ukoliko Podizvođač nije obezbedio ove uslove u skladu sa važećim zakonom;<br>– da pregleda i odobri radove i sve stavke za koje je potrebno odobrenje Izvođača u skladu sa odredbama ovog Ugovora.<br>– da izvrši prijem radova na Primopredajnom protokolu i izda Potvrdu o izvršenju radova. | 6.2. The Professional Supervisor shall be authorized and empowered to do and execute inter alia, all or any of the following, namely:<br>– to demand the re execution of defective works;<br>– to monitor conditions and implementation of the measures for protection of health at work and to suspend the works in case that the Subcontractor fails to ensure these conditions in accordance with the Governing Law;<br>– to examine and approve the works and all items which require the approval of the Contractor pursuant to the provisions of this Agreement.<br>– to make acceptance of the works on the Handover Protocol and issue the Certificate of Completion for the Works. |
| 6.3 Podizvođač će izvoditi i završiti Radove u skladu sa odredbama ovog Ugovora, između ostalog i u skladu sa uputstvima i na zadovoljstvo Stručnog Nadzora koji može s vremena na vreme izdati uputstva u smislu odredbi ovog Ugovora, koji će, između ostalog, uključiti dalje crteže, detalje i/ili pismena i/ili usmena uputstva i pismena i/ili usmena objašnjenja, u vezi sa bilo kojim pitanjem koje se odnosi na pravilno, efikasno i blagovremeno izvođenje Radova. Usmene instrukcije, uputstva i objašnjenja koja daje Stručni Nadzor moraju biti potvrđena pismeno. | 6.3. The Subcontractor shall carry out and complete the Works in accordance with the provisions of this Agreement, among other also in accordance with the instructions and to the satisfaction of the Professional Supervisor who may from time to time issue the instructions in terms of the provisions of this Agreement, which shall include, inter alia, further drawings, details and/or written and/or oral instructions and written and/or oral explanations, with regard to any matter pertaining to the proper, efficient and timely execution of the Works. Oral instructions, directions and explanations given by the Professional Supervisor must be confirmed in writing. |
| 6.4 Podizvođač je dužan da odmah postupi u skladu sa izdatim nalogom/instrukcijom Stručnog nadzora. Ukoliko u roku od 3 dana nakon prijema pisanog upozorenja Stručnog nadzora u kome se zahteva postupanje prema izdatom nalogu, | 6.4. The Subcontractor is obliged to immediately execute order/instruction of the Professional Supervisor. If within 3 days after receipt of the written warning of the Professional Supervisor demanding execution of the order, the |

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| Podizvođač ne postupi na odgovarajući način, Stručni nadzor može angažovati i platiti trećem licu da izvrši nalog i naplatiti troškove od Podizvođača. | Subcontractor does not act accordingly, the Professional Supervisor may engage and pay a third party to execute the order and charge the costs to the Subcontractor. |
| 6.5 Stručni nadzor postupa u skladu sa: Zakonom o planiranju i izgradnji, Pravilnikom o sadržini i načinu vršenja stručnog nadzora u toku izgradnje objekata, kao i drugim važećim propisima. | 6.5. The Professional Supervisor shall act in line with The Law on Planning and Construction, the Rulebook on the content and the manner of execution of the professional supervision during the construction of the facility, as well as other applicable regulations and standards. |
| **OSIGURANjE** | **INSURANCE** |
| Član 7. | Article 7 |
| 7.1 Podizvođač je dužan da na gradilištu preduzme mere radi obezbeđenja sigurnosti susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, okoline i imovine i neposredno je odgovoran i dužan da nadoknadi svaku i sve štete koje izvršenjem predmeta Ugovora pričini Izvođaču, trećim licima i/ili imovini. Troškove sprovođenja potrebnih mera zaštite snosi Podizvođač. | 7.1. The Subcontractor shall undertake measures on the facility in order to provide safety of the adjacent buildings, works, equipment, devices, installations, workers, traffic, environment and property, and it is directly responsible and obliged to compensate for any and all damage which may be incurred to the Contractor, to third parties and/or their property by it or its Subcontractors in implementing the subject of this Agreement. The expenses for implementing the required measures for protection shall be borne by the Subcontractor. |
| 7.2 Podizvođač je odgovoran za adekvatnost, stabilnost i bezbednost svih radnji na gradilištu, za sve metode izvođenja radova i za sve radove. | 7.2. The Subcontractor shall be responsible for adequacy, stability and safety of all actions at the site, for all methods for the execution of works and for all works. |
| 7.3 Podizvođač je dužan da radove, osigura o svom trošku, kod odgovarajućeg osiguravača koga prihvata Izvođač – i to protiv svih šteta (osnovnih i dopunskih rizika u skladu sa uslovima za osiguranje), do kojih može doći u periodu od dana uvođenja u posao, sve do dana primopredaje radova. | 7.3. The Subcontractor is obliged to insure the works at its own expense, with the adequate insurer accepted by the Contractor – against all damages (basic and additional risks in line with the insurance terms) which may occur from the day of introduction into work until the day of handover of the works. |

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| 7.4 Sva lica koja obavljaju poslove na realizaciji radova u ime Podizvođača moraju biti osigurana, o trošku Podizvođača, za sve povrede na radu ili nesreće na poslu. | 7.4. All persons performing jobs for the execution of the works on behalf of the Subcontractor must be insured, at the Subcontractor's expense, against any injuries at work or accidents at work. |
| **OSTALE OBAVEZE, ODGOVORNOSTI IZVOĐAČA I SREDSTVO OBEZBEĐENJA PLAĆANJA** | **OTHER OBLIGATIONS, RESPONSIBILITIES OF THE CONTRACTOR AND SECURITY OF PAYMENT ACT** |
| Član 8. | Article 8 |
| 8.1 Izvođač pored obaveza utvrđenih drugim članovima Ugovora, dužan je i obavezuje se:<br>- Plaćati podizvođaču na vreme u skladu sa odredbama ovog Ugovora.<br>- Ukoliko Izvođač ne izvrši plaćanje podizvođaču na vreme u skladu sa odredbama ovog Ugovora, Podizvođač može naplatiti kamatu nastalu zbog neplaćanja na vreme. | 8.1. In addition to obligations stipulated by other Articles of this Agreement, the Contractor shall be obliged and undertakes to:<br>- Pay the subcontractor in time according to the provisions of this Agreement.<br>- If Contractor fail to pay the subcontractor in time according to the provisions of this Agreement, the Subcontractor can charge for interest arising from the failure to pay in time. |
| **MENICA ZA DOBRO IZVRŠENJE POSLA** | **PERFORMANCE BOND** |
| Član 9. | Article 9 |
| 9.1. Izvođač se obavezuje da u roku od 10 (deset) radnih dana od dana zaključenja ovog Ugovora, na ime garancije za dobro izvršenje posla po ovom Ugovoru, preda Izvođaču 1 (jednu) blanko, potpisanu i overenu, sopstvenu menicu za koja je neopoziva, bez prava protesta i naplativa na prvi poziv, a koja glasi na 10% od ukupne cene iz člana 3. Ugovora. | 9.1. The Subcontractor undertakes, under the threat of termination of the Agreement, to submit to the Contractor, within a period of 10 (ten) working days following the date of signing of this Agreement, on the account of good execution of the works under this Agreement, a 1 (one) signed and certified, blank bill of exchange, which reads at 10% of total price referred to in Article 3, which is irrevocable, without the right to protest and payable at the first call. |
| 9.2. Izvođač će aktivirati menicu za dobro izvršenje posla u slučaju neizvršenja obaveza i/ili neblagovremenog izvršenja i/ili delimičnog neizvršenja i/ili nekvalitetnog izvršenja i/ili u slučaju | 9.2. The Contractor shall activate the performance bond in case on failure in the execution of the obligations and/or untimely execution and/or partial failure in executing and/or low quality |

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| odgovornosti Podizvođača za neizvršenje i/ili neblagovremeno izvršenje. | execution and/or in case of the responsibility of the Subcontractor for the failure to execute and/or untimely execution. |
| 9.3. Menica za dobro izvršenje posla ima rok važenja 30 (trideset) radnih dana duži od isteka roka za završetak radova saglasno dinamici i rokovima iz Dinamičkog plana. | 9.3. Performance bond has the validity term of 30 (thirty) working days exceeding the expiry of the term for completion of works, in line with the pace and deadlines in the Time Schedule. |
| 9.4. Izvođač je obavezan da nerealizovanu menicu za dobro izvršenje posla vrati Izvođaču po prestanku njene važnosti. | 9.4. The Contractor is obliged to return the unrealized performance bond to the Subcontractor upon the termination of its validity. |
| **UGOVORNA KAZNA** | **LIQUIDATED DAMAGE** |
| Član 10. | Article 10 |
| 10.1. Ako Podizvođač ne izvršava radove u skladu sa Dinamičkim planom, dužan je da Izvođaču plati – na ime ugovorne kazne – penale u visini od 0,2 % od ukupne cene iz člana 3. Ugovora sa obračunatim PDV-om – i to za svaki dan prekoračenja ugovorenog roka s tim što visina ugovorne kazne ne može preći 5% od ukupne cene iz člana 3. Ugovora. | 10.1. If the Subcontractor fails to execute the works in line with the Time Schedule, it shall pay to the Contractor – on the ground of Liquidated Damage – penalties amounting to 0,2 % of the total price from Article 3, with calculated VAT – for each day of exceeding the agreed term, provided that the amount of the liquidated damage cannot exceed 5% of the total price referred to in Article 3. |
| 10.2. Obaveza Podizvođača za plaćanje ugovorne kazne dospeva padanjem Podizvođača u docnju, bez obaveze Izvođača da ga o tome upozori. Podizvođač je dužan da iznos ugovorne kazne plati Izvođaču u roku od 15 (petnaest) kalendarskih dana od dana prijema dokumenta za plaćanje. | 10.2. The obligation of the Subcontractor for payment of the liquidated damage shall become due by the delay of the Subcontractor, without the obligation of the Contractor to warn it. The Subcontractor is required to pay the amount of the liquidated damage to the Contractor within 15 (fifteen) calendar days from the receipt of a document for payment. |
| 10.3. Naplata ugovorne kazne ne oslobađa Podizvođača obaveze da u celosti izvrši predmet ovog Ugovora. | 10.3. Collection of the liquidated damage does not release the Subcontractor from the obligation to implement the subject of this Agreement in full. |
| 10.4. U slučaju da usled propusta Podizvođača izvođač pretrpi štetu koja premašuje iznos | |

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| Ugovorne kazne, izvođač ima pravo na naknadu nastale štete koja premašuje iznos Ugovorne kazne, u iznosu koji predstavlja razliku između nastale štete i iznosa Ugovorne kazne. | 10.4. In case that due to the Subcontractor's default the Contractor shall suffer the damages in excess to the amount of the Contractual Penalty, the Contractor are entitled to the compensation of damages exceeding the amount of Contractual Penalty for the difference between damages and the amount of Contractual Penalty. |
| **PRIMOPREDAJA RADOVA I POTVRDA O ZAVRŠETKU** | **HANDOVER OF WORKS AND CERTIFICATE ON COMPLETION** |
| Član 11. | Article 11 |
| 11.1. Podizvođač će Izvođaču dostaviti pisano obaveštenje Stručnom nadzoru da su radovi spremni za primopredaju najkasnije 3 (tri) radna dana pre datuma završetka. Primopredaja se ima izvršiti najkasnije do isteka ugovorenog vremena za završetak o čemu će Ugovorne strane na dan primopredaje sačiniti zapisnik o primopredaji („Zapisnik o primopredaji"). | 11.1. The Subcontractor shall deliver to the Professional Supervisor written notification that the works are ready for handover, at least 3 (three) days prior to the completion date. The handover is to be done at the latest until expiration of the time for completion which shall be acknowledged by the Parties on the handover day by signing the transfer and acceptance act ("Handover Protocol"). |
| 11.2. U toku postupka primopredaje Stručni Nadzor i Podizvođač potpisuju Primopredajni protokol koji sadrži rezultate vizuelnog pregleda Radova, izjavu o nedostatku nedostataka ili listu manjih nedostataka koje Podizvođač treba da otkloni u o svom trošku u razumnom roku, koji će biti dogovoren, ali ne duži od 5 (pet) radnih dana od potpisivanja Primopredajnog protokola. Postojanje manjih nedostataka ne sprečava primopredaju, ali je Podizvođač dužan da ih otkloni u navedenom roku. U slučaju da uočeni manji nedostaci ne budu otklonjeni u roku od 5 (pet) radnih dana od dana potpisivanja Primopredajnog protokola, Stručni Nadzor ima pravo da izvede potrebne radove o trošku Podizvođača i da nadoknadi iz Ugovorne cene i/ili od menice za izvršenje svih troškova koje su imali u vezi sa otklanjanjem nerešenih manjih nedostataka. | 11.2. During the handover procedure the Professional Supervisor and Subcontractor shall sign the Handover Protocol, which contains the results of the visual examination of the Works, a statement on lack of defects or a list of minor defects which are to be removed by the Subcontractor at his own expense within a reasonable time, which shall be agreed but shall not exceed 5 (five) working days as of signing of the Handover Protocol. Existence of the minor defects shall not prevent the handover, but the Subcontractor is obliged to remedy them in aforementioned deadline. In case that the noticed minor defects are not remedied within 5 (five) working days as of signing the Handover Protocol the Professional Supervisor is entitled to conduct the necessary works at the cost of the Subcontractor and to compensate from the Contract Price and/or from the |

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| | Performance Bond all the costs they had in relation to remedying outstanding minor defects. |
| 11.3. Posebno se razjašnjava da u slučaju da se prilikom primopredaje uoče veći nedostaci i odstupanja u odnosu na Tehničku dokumentaciju, smatraće se da se nisu stekli uslovi da se izvrši primopredaja odnosno da Podizvođač kasni sa primopredajom. | 11.3. It is hereby clarified that in case that at the handover there shall be the major defects and discrepancies compared to the Technical Documentation it shall be deemed that the conditions are not met for the handover i.e. that the Subcontractor is in delay with handover of the Works. |
| 11.4. Stručni nadzor će izdati Potvrdu o završetku Radova samo ukoliko su ispunjeni svi sledeći uslovi:<br>– izvršena je primopredaja radova i potpisan je Zapisnik o promopredaji;<br>– Izvođač je otklonio sve manje nedostatke koji su konstatovani u Zapisniku o primopredaji i<br>– nakon što su svi radovi predati Izvođaču u skladu sa Ugovorom o izvođenju radova. | 11.4. The Professional Supervisor shall issue the Certificate of Completion for the Works only if all of the following preconditions are met:<br>– the works are handed over and the Handover Protocol is signed;<br>– the Subcontractor has remedied any minor defects that are listed in the Handover Protocol and<br>– after all works have been handed over to the Professional Supervisor in accordance with the Construction Agreement. |
| **GARANTNI ROKOVI** | **WARRANTY TERMS** |
| Član 12. | Article 12 |
| 12.1. Podizvođač garantuje Izvođaču za kvalitet izvedenih Radova u periodu od 2 (dve) godina od dana izdavanja Potvrde o završetku. | 12.1. The Subcontractor guarantees to the Contractor quality of the executed Works in guarantee period of 2 (two) years as of the date of issuance of the Certificate on Completion. |
| 12.2. Podizvođač je dužan da, o svom trošku, otkloni sve nedostatke na izvedenim radovima, koji se pokažu u toku garantnog roka iz stava 1. – i to u roku za otklanjanje nedostataka, koji pisanim putem odredi Izvođač , a koji ne može biti kraći od roka koji je uobičajen, primeren i moguć za otklanjanje konkretnog nedostatka. Ukoliko Podizvođač ne postupi po zahtevu Izvođača, tada Izvođač ima pravo da na | 12.2. The Subcontractor is obliged, at its own expense, to remove all the deficiencies on the executed works, which are manifested during the warranty period from paragraph 1 – within the period for removal of deficiencies specified in writing by the Contractor, which cannot be shorter that the period that is customary, appropriate and possible for the removal of the specific deficiency. If the Subcontractor fails to act in accordance with the Contractor's request, |

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| teret Podizvođača otkloni nedostatke, angažovanjem drugog Podizvođača. | the Contractor shall be entitled, at the expense of the Subcontractor, or remove the deficiencies by engaging another Subcontractor. |
| 12.3. Podizvođač je obavezan da, na ime garancije za otklanjanje nedostataka u garantnom roku i na ime obezbeđenja plaćanja za slučaj da Podizvođač – dužnik ne izvrši potpuno i savesno svoje ugovorene obaveze za vreme trajanja garantnih rokova, u trenutku primopredaje izvedenih radova preda Izvođaču 1 (jednu) potpisanu i overenu, blanko, sopstvenu menicu koja je neopoziva, bez prava protesta i naplativa na prvi poziv, a koja glasi na 5% od ukupne cene iz Člana 3. sa rokom važenja od 30 (trideset) radnih dana nakon isteka roka za garantni period iz Člana 12.1. | 12.3. The Subcontractor shall be obliged, on the account of the guarantee for removal of deficiencies within the warranty period and on behalf of securing payment in case the Subcontractor – debtor does not execute fully and in good faith its contractual obligations for the duration of the warranty periods – to deliver to the Contractor – at the moment of handing over the works, 1 (one) signed and certified, blank bill of exchange, which shall read at 5 % of the total price from Article 3 with the validity term of 30 (thirty) working days exceeding the expiry of the term for guarantee period from Article 12.1, and which is irrevocable, without the right to protest and payable at the first call. |
| 12.4. Izvođač je ovlašćen da, u slučaju da Podizvođač ne postupi u skladu sa ovim članom podnese na naplatu menicu iz ovog člana. | 12.4. The Contractor shall be entitled, if the Subcontractor fails to act in line with this Article, to submit the bill of exchange from this Article and to execute it. |
| 12.5. Izvođač je obavezan da nerealizovanu menicu vrati Podizvođaču po pretanku njene važnosti. | 12.5. The Contractor shall return the unrealized bill of exchange to the Subcontractor upon the termination of its validity. |
| **VIŠA SILA** | **FORCE MAJEURE** |
| Član 13. | Article 13 |
| 13.1. Dejstvo više sile se smatra za slučaj koji oslobađa od odgovornosti za izvršavanje svih ili nekih ugovorenih obaveza i za naknadu štete za delimično ili potpuno neizvršenje ugovorenih obaveza – onu ugovornu stranu kod koje je nastupio slučaj više sile, ili obe ugovorne strane kada je kod obe ugovorne strane nastupio slučaj više sile, a izvršenje obaveza koje je onemogućeno zbog dejstva više sile odlaže se za vreme njenog trajanja. | 13.1. Force Majeure is considered to be a case that releases from liability for the performance of all or some contractual obligations and for compensation for damage for partial or complete non-fulfillment of the contractual obligations that contracting party with which a case of force majeure has occurred, or both parties where the case of force majeure has occurred with both parties, and the execution of obligations that is disabled |

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| | due to Force Majeure shall be delayed for the duration thereof. |
| 13.2. Za pitanja koja se tiču Više Sile važiće relevantni zahtevi Više Sile u komercijalnom Ugovoru potpisanom između Izvođača, Vlade Republike Srbije i Infrastrukture Železnice Srbije. | 13.2. For matters related to Force Majeure, refer to the relevant requirements on Force Majeure in the Commercial contract signed between the Contractor, the Government of the Republic of Serbia and Infrastructure of Serbian Railways JSC. |
| **RASKID UGOVORA ZBOG NEISPUNJENJA OBAVEZA** | **TERMINATION OF THE AGREEMENT DUE TO FAILURE TO FULFILL THE OBLIGATIONS** |
| Član 14. | Article 14 |
| 14.1. U slučaju da jedna ugovorna strana ne izvršava svoje ugovorne obaveze u celini ili delimično, ili ih ne izvršava na način i pod uslovima predviđenim ovim Ugovorom i važećim propisima, druga ugovorna strana može da raskine ovaj ugovor. Ugovorna strana koja je skrivila raskid odgovaraće po zakonskim odredbama o odgovornosti za neispunjenje obaveza. | 14.1. If one contracting party fails to fulfil its contractual obligations in full or partially, or it does not fulfil them in the manner and under the terms stipulated by this Agreement and applicable regulations, the other contracting party may terminate this Agreement. The contracting party that is to blame for the termination shall be responsible by the legal provisions on responsibility for non-fulfillment of obligations. |
| 14.2. Ugovorna strana koja namerava da raskine Ugovor se obavezuje da prethodno drugoj ugovornoj strani dostavi, u pisanoj formi, obaveštenje o razlozima za raskid Ugovora i da joj ostavi naknadni primereni za ispunjenje obaveza. Ukoliko druga ugovorna strana ne ispuni obavezu ni u naknadno ostavljenom primerenom roku – Ugovor se može raskinuti, dostavljanjem izjave o raskidu drugoj ugovornoj strani. Pod naknadnim primerenim rokom se smatra i rok koji protekne za vreme za koje se obračunava ugovorna kazna iz člana 10. Ugovora. | 14.2. The contracting party that intends to terminate the Agreement undertakes to deliver to the other contracting party in advance and in writing a notice on the reasons for the termination of the Agreement and to leave it a subsequent appropriate period for the fulfillment of obligations. If the other contracting party fails to fulfil the obligation even in the subsequently given appropriate term – the Agreement may be terminated by delivering a statement on termination to the other contracting party. A subsequent appropriate period also means a period that elapses during which the liquidated damage from Article 10 of the Agreement is calculated. |
| 14.3. U slučaju raskida Ugovora, ugovorne strane su obavezne da izmire međusobne obaveze nastale do dana isteka naknadnog roka, | 14.3. In case of termination of the Agreement, the contracting parties shall settle mutual liabilities occurring up to the date of |

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| tako što će izvršiti presek stanja izvedenih radova i uloženih sredstava i utvrditi visinu i način izmirenja međusobnih obaveza. U slučaju da ugovorne strane u roku od 10 dana od jednostranog raskida ugovora ne mogu da sporazumno sačine presek stanja izvedenih radova i uloženih sredstava i utvrde visinu i način izmirenja međusobnih obaveza, tada će to učiniti komisija sudskih veštaka građevinske struke od tri člana, od kojih će po jednog izabrati svaka od ugovornih strana, a trećeg člana komisije će izabrati članovi komisije izabrani od ugovornih strana. Podizvođač se obavezuje da u slučaju raskida ugovora, opisanog u ovom stavu, u roku od 10 dana od sačinjenog preseka stanja izvedenih radova i uloženih sredstava, oslobode gradilište od svih svojih lica i stvari. | expiry of the subsequent term, by making a cross-section of the state of the executed works and invested funds and define the amount and the manner of settlement of mutual liabilities. In case the parties to this Agreement cannot agree on preparation of an overview of works performed and materials used, as well as on determining the amount and manner of settlement of mutual obligations, within a period of 10 days upon unilateral termination of the contract, this will be performed by a panel of three court experts of the construction profession (one member will be selected by each contracting party, while the third will be selected by the other two members, already appointed by the parties). In case of termination of the contract described in this paragraph, the Subcontractor undertakes to clear the building site from all of its personnel and belongings, within 10 days from the day the overview of the work performed and materials used is prepared. |
| 14.4. Ugovor se ne može raskinuti zbog neispunjenja neznatnog dela ugovorene obaveze. | 14.4. The Agreement may not be terminated due to the non-fulfillment of an insignificant part of the contractual obligation. |
| 14.5. Ugovorne strane su saglasne da – pojam „neispunjenja neznatnog dela ugovorene obaveze", u ovom ugovoru ima značenje – neispunjenja preostalog, manjeg dela ugovorene obaveze jedne ugovorne strane, ukoliko i bez ispunjenja tog dela ugovorene obaveze, druga ugovorna strana ostvaruje iz ovog ugovora onu korist koja u takvoj situaciji normalno sleduje i ako se usled neispunjenja tog dela ugovorene obaveze, u suštini ne osujećuje cilj ovog ugovora, odnosno izvršenje predmeta ovog ugovora. | 14.5. The contracting parties agree that the phrase "non-fulfillment of an insignificant part of the contractual obligation" in this Agreement has the meaning of non-fulfillment of the remaining, minor part of the contractual obligation of one contracting party, if even without the fulfillment of that part of the contractual obligation the other contracting party has such benefit from this Agreement which in such a situation it is normally entitled to and if, as a result of non-fulfillment of that part of the contractual obligation, the purpose of this Agreement, i.e. the execution of the subject of this Agreement is not hampered. |

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| 14.6. Ukoliko dođe do raskida Ugovora i prekida radova, Izvođač i Podizvođač su dužni da preduzmu potrebne mere da se izvedeni radovi zaštite od propadanja. Troškove zaštite radova snosi ona ugovorna strana čijom krivicom je došlo do raskida Ugovora, odnosno do prekida radova. | 14.6. In case of termination of the Agreement and cessation of the works, the Contractor and the Subcontractor shall be obliged to take the necessary measures to protect the executed works against decay. The costs of protection of works shall be borne by the contracting party by whose fault the termination, i.e. the interruption of the work occurred. |
| **SPORAZUMNI RASKID UGOVORA** | **TERMINATION OF THE AGREEMENT BY MUTUAL CONSENT** |
| Član 15. | Article 15 |
| 15.1. Ugovorne strane mogu sporazumno da raskinu Ugovor, a sporazumom o raskidu ugovora utvrđuju se međusobne obaveze, na čije se utvrđivanje shodno primenjuje član 14. | 15.1. The contracting parties may terminate the Agreement by mutual consent, and the agreement on the termination of the Agreement shall define mutual obligations, to which definition Article 14 applies accordingly. |
| **REŠAVANJE SPOROVA** | **RESOLUTION OF DISPUTES** |
| Član 16. | Article 16 |
| 16.1. Ugovorne strane će sve eventualne sporove koji nastanu iz, ili povodom Ugovora pokušati da reše mirnim putem, u roku od 15 dana od dana kada jedna strana obavesti drugu o spornom pitanju. | 16.1. The contracting parties shall try to solve any of the disputes arising from or in connection with this Agreement in an amicable way, within 15 days from the date when one contracting party notified the other about the disputable issue. |
| 16.2. Ukoliko spor ne bude rešen u skladu sa prethodnim stavom nastali sporo rešavaće Privredni sud u Beogradu. | 16.2. If the dispute cannot be solved in line with the previous paragraph, the dispute shall be submitted for solving to the Commercial Court in Belgrade. |
| 16.3. Na ovaj ugovor, kao i eventualne sporne odnose koji proizađu iz njega primenjuje se materijalno pravo Republike Srbije. | 16.3. The laws of the Republic of Serbia shall be applied to this Agreement, as well as to the potential disputes arising from this Agreement. |
| 16.4. Rešavanje spornog pitanja ne može uticati na obavezu ugovornih strana da izvršavaju svoje obaveze iz Ugovora, dok je Ugovor na snazi. | 16.4. Solving of the disputable issue may not influence the obligation of the contracting parties to fulfil their obligations under the Agreement as long as the Agreement is in force. |

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| **ODNOSI I PITANJA KOJA NISU UREĐENA OVIM UGOVOROM** | **RELATIONS AND ISSUES NOT REGULATED BY THIS AGREEMENT** |
| Član 17. | Article 17 |
| 17.1. Ugovorne strane su saglasne da se na sve odnose i pitanja koja nisu regulisana odredbama ovog ugovora, primenjuju važeći propisi a posebno odredbe Zakona o obligacionim odnosima, Zakona o planiranju i izgradnji i drugih važećih zakona i podzakonskih propisa koji regulišu i u vezi su sa radovima koji su predmet ovog Ugovora. | 17.1. The contracting parties agree that all relations and issues that are not regulated with the provisions of this Agreement shall be governed by applicable regulations and especially by the provisions of the Law of Contracts and Torts, the Law on Planning and Construction, and other applicable laws and by-laws that regulate and are related to the works that are subject of this Agreement. |
| **DOSTAVLJANJE OBAVEŠTENJA I OBAVEŠTAVANJE O PROMENAMA** | **DELIVERY OF NOTICES AND NOTIFICATION ABOUT CHANGES** |
| Član 18. | Article 18 |
| 18.1. Od dana zaključenja ovog Ugovora sva obaveštenja, zahtevi i druga prepiska u vezi sa ovim Ugovorom se uručuju u pisanoj formi - pismom na adrese ugovornih strana, ili elektronskom porukom na elektronske adrese, navedene u stavu 3. ovog člana. | 18.1. From the date of the signing of this Agreement, all notices, requests and other correspondence related to this Agreement shall be delivered in writing - by mail to the addresses of the contracting parties, or by electronic mail to the e-addresses stated in paragraph 3 of this Article. |
| 18.2. Ako jedna od ugovornih strana ne obavesti drugu ugovornu stranu o promeni adrese ili elektronske adrese, a ukoliko je bilo koja prepiska u vezi sa ovim Ugovorom upućena na nepromenjenu - naznačenu adresu, ili na elektronsku adresu - smatraće se da je dostava uredno izvršena. | 18.2. If one contracting party does not notify the other contracting party about the change of the address or the electronic address, and if any correspondence related to this Agreement is sent to the unchanged - indicated address, or to the electronic address, it shall be deemed that the delivery has been properly carried out. |
| 18.3. Ugovorne strane su dužne da jedna drugu obaveštavaju o svakoj i o svim promenama koje mogu biti važne za realizaciju Ugovora. Sva obaveštenja jedne ugovorne strane data drugoj ugovornoj strani, a koja su u vezi sa ovim Ugovorom, od dana zaključenja ovog Ugovora biće dostavljana u pisanoj formi - pismom ili putem | 18.3. The contracting parties are obliged to inform each other about any change that may be important for the implementation of the Agreement. As of the date of the signing of this Agreement, all notifications by one contracting party given to the other contracting party that relate to this Agreement, shall be |

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| elektronske pošte, na adrese koje su navedene u tekstu koji sledi: | delivered in writing - by mail or by electronic mail, to the addresses indicated in the text below: |
| a) Adresa Izvođača<br>CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD<br>Vladete Kovačevića 8.<br>11000 Beograd, Republika Srbija<br>e-mail: public@cric.rs | a) Address of the Contractor<br>CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD<br>-Vladete Kovačevića 8.<br>Beograde 11000<br>e-mail: public@cric.rs |
| Adresa Stručnog Nadzora:<br>Konzorcijum:<br>Project Biro Utiber doo – Utiber Kozuti Beruhazo KFT- Vikoti Mernok Iroda KFT- EGIS doo Beograd - AG Institut doo - Slaviša Ilić PR SDC Professional<br>Kamp Izvođača radova u Ranžirnoj stanici Novi Sad, 21000 Novi Sad<br>e-mail: sektor3@utiber.rs | Address of Professional Supervisor:<br>Joint Venture:<br>Project Biro Utiber doo – Utiber Kozuti Beruhazo KFT- Vikoti Mernok Iroda KFT- EGIS doo Beograd - AG Institut doo - Slaviša Ilić PR SDC Professional<br>Contractor's base camp in Novi Sad Marshalling Yard, 21000 Novi Sad<br>e-mail: sektor3@utiber.rs |
| b) Adresa Podizvođača:<br>VOJPUT DOO SUBOTICA<br>Đure Đakovića 10<br>24000 Subotica, Republika Srbija<br>e-mail: bajnatska@vojput.com | b) Address of the Subcontractor:<br>VOJPUT LTD SUBOTICA<br>Đure Đakovića 10<br>Subotica 24000, Republic of Serbia<br>e-mail: bajnatska@vojput.com |
| **IZMENE I DOPUNE UGOVORA**<br><br>Član 19.<br><br>Ovaj Ugovor se može izmeniti i/ili dopuniti samo pisanim aneksom, potpisanim od strane ovlašćenih zastupnika ugovornih strana, odnosno sve izmene i/ili dopune ovog Ugovora i svi usmeni nalozi i dogovori ugovornih strana moraju biti sadržani u aneksu Ugovora, inače ne proizvode pravno dejstvo. | **AMENDMENTS TO THE AGREEMENT**<br><br>Article 19<br><br>This Agreement may be amended and/or supplemented only by a written annex, signed by authorized representatives of the contracting parties, i.e. all amendments and/or supplements to this Agreement and all oral orders and agreements between the contracting parties must be contained in the annex to the Agreement, otherwise they shall not produce legal effect. |
| **NIŠTAVOST ODREDABA UGOVORA**<br><br>Član 20.<br><br>20.1. Kad god je to moguće, svaka odredba ovog ugovora će se tumačiti tako da ostane na snazi prema važećim propisima. | **SEVERABILITY OF THE PROVISIONS OF THE AGREEMENT**<br><br>Article 20<br>20.1. Whenever possible, each provision of this Agreement shall be construed so as to |

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| | remain in force under the applicable regulations. |
| 20.2. Ako je neka odredba ovog ugovora ništava po važećim propisima, takva odredba će biti nevažeća samo u meri te ništavosti, a preostale odredbe ovog ugovora ostaju na snazi. | 20.2. If any provision of this agreement is null and void under the current regulations, such provision shall be invalid only to the extent of that nullity, and the remaining provisions of this Agreement shall remain in force. |
| 20.3. U slučaju ništavosti, ugovorne strane će voditi pregovore u dobroj veri kako bi izmenile i dopunile ovaj ugovor u meri neophodnoj da se sprovede njegova svrha i cilj. | 20.3. In the event of invalidity, the contracting parties shall negotiate in good faith to make changes or amendments of this Agreement to the extent necessary to carry out its intent and goal. |
| **ZAVRŠNE ODREDBE** | **FINAL PROVISIONS** |
| Član 21. | Article 21 |
| 21.1. Ovaj Ugovor se smatra zaključenim na dan kada su ga potpisali ovlašćeni zastupnici obe ugovorne strane, a ako ga ovlašćeni zastupnici nisu potpisali na isti dan, Ugovor se smatra zaključenim na dan drugog potpisa po vremenskom redosledu. | 21.1. This Agreement shall be deemed signed on the day it was signed by the authorized representatives of both parties, and if the authorized representatives did not sign it on the same day, the contract shall be considered signed on the date of the second signature in chronological order. |
| 21.2. Ovaj Ugovor stupa na snagu danom potpisivanja | 21.2. This Agreement shall enter into force on the day of signing. |
| 21.3. Ovaj Ugovor je potpisan na srpskom i engleskom jeziku. U slučaju neusaglašenosti srpske i engleske verzije, engleska verzija će preovladati. | 21.3. This Agreement is signed in Serbian and English language. In case of inconsistencies between the Serbian and English version, the English version will prevail. |
| 21.4. Ugovor je sačinjen u 4 (četiri) istovetna primerka sa jednakom dokaznom snagom, od kojih po 2 (dva) primerka za svaku ugovornu stranu. | 21.4. The Agreement is made in 4 (four) identical copies with equal evidence effect, 2 (two) for each party. |
| 21.5. Ugovorne strane saglasno izjavljuju da su Ugovor pročitale, razumele i da ugovorne odredbe u svemu predstavljaju izraz njihove stvarne volje. | 21.5. The contracting parties jointly declare that they have read the Agreement, understood it and that the contractual provisions fully express their true will. |
| Prilozi Ugovora:<br>- Prilog br. 1 – Tehnička dokumentacija<br>- Prilog br. 2 – Ponuda | Subject of the Agreement:<br>- Attachment No. 1 – Technical documentation |

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| - Prilog br. 3 - Dinamički plan<br><br>Za i u ime PODIZVOĐAČA<br><br>_____<br>Goran Janković, direktor<br><br>Za i u ime IZVOĐAČA<br><br>_____<br>Xin Zhou, zastupnik ogranka stranog pravnog lica | - Attachment No. 2 – Bid<br>- Attachment No. 3 - Time Schedule<br><br>For and on behalf of THE SUBCONTRACTOR<br><br>_____<br>Goran Janković, director<br><br>For and on behalf of THE CONTRACTOR<br><br>_____<br>Xin Zhou, representative of a branch of a foreign legal entity |